

## **GENERAL GRANT CONDITIONS AND ASSURANCES**

The applicant, for federal funds administered by DSS, gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant will comply with all applicable provisions of the funding source and the Department of Social Services (DSS) Program Guidelines and Application Procedure Manual for Grants and the applicable Active Program Guide for Applicants.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Department of Social Services shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
3. **CHANGES TO THE AGREEMENT:** Changes can be made to the grant agreement. The parties may agree in writing to modify the scope of services. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the grant agreement.
4. **DEFAULT AND/OR CANCELLATION OF GRANT:** In the case of failure to deliver services in accordance with the terms and conditions, DSS, after due oral and written notice, may obtain them from other sources. The purchasing agency reserves the right to cancel and terminate any resulting grant, in part or in whole, without penalty, upon thirty (30) days written notice to the grantee. In the event the initial grant period is for more than 12 months, the resulting grant shall be terminated by either party, without penalty, after the initial 12 months of the grant period upon thirty (30) days written notice to the other party. Any grant cancellation notice shall not relieve the grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
5. **INSPECTION AND AUDIT:** The applicant agrees to retain all books, records, and other documents relative to this grant for five (5) years after final payment, or until audited by the Commonwealth of Virginia. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Grantee who expends \$300,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to DSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

6. **ANTI-DISCRIMINATION:** The applicant certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this grant, the applicant agrees as follows:
  - a. The applicant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the applicant. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The applicant, in all solicitations or advertisements for employees placed by or on behalf of the applicant, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The applicant will include the provision of 1 above in every subcontract or purchase order over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to DSS.

7. ETHICS IN PUBLIC GRANTS ADMINISTRATION: By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the applicants certify that they do not and will not during the performance of this grant employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
9. QUALIFICATIONS OF APPLICANTS: DSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the work and the applicant shall furnish DSS all such information and data for this purpose as may be requested. DSS reserves the right to inspect applicant's capabilities. DSS further reserves the right to reject any application if the evidence submitted by, or investigations of, such applicant fails to satisfy DSS that such applicant is properly qualified to carry out the obligations of the sub grant and to complete the work contemplated therein.
10. NONDISCRIMINATION OF APPLICANTS: An applicant shall not be discriminated against in the solicitation or award of this grant because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this grant is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided to this grant objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
11. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
12. RENEWAL OF GRANT: This grant is not renewable.
13. APPLICANT PERFORMANCE: The purchasing agency may monitor and evaluate the applicant's performance under the grant through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the applicant's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this grant shall be a primary consideration for extension of this grant and may be a consideration in future grant awards and negotiations.
14. CONFIDENTIALITY: Any information obtained by the applicant concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
15. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for DSS pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this grant shall be the exclusive property of DSS

and all such materials shall be remitted to DSS upon completion, termination or cancellation of this grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this grant without the prior written consent of the purchasing agency.

- Any materials produced under this grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by Department of Social Services (DSS) Grant #93.575, with funds made available to Virginia from the U.S. Department of Health and Human Services.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of DSS or the U.S. Department of Justice/U.S. Department of Health and Human Services.

The applicant also agrees that one copy of any such publication will be submitted to DSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. DSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

16. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

- A statement of grant award/acceptance will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of an award. Upon approval of the grant award, the grantee will be reimbursed for expenses on a quarterly basis according to the terms of the grant award. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a quarterly basis to the Department of Social Services for reimbursement. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected. *(Optional Statement: The final expenditure statement/request for funds must be submitted in advance in order to meet the Commonwealth's year end closing requirements.)*
- Payments will be made via direct deposit (electronic data interchange - EDI). Upon award, grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at <http://www.doa.state.va.us>.
- The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

17. COMPENSATION: to the grantee for delivered services shall be as follows:

- The grantee shall be paid on a cost reimbursable basis.
- Actual expenditures shall be invoiced pursuant to approved line item budget categories.
- No amendments to the approved budget may be made without the prior written approval of the Department of Social Services.
- All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.

- The invoice period shall be *quarterly*. The grantee shall invoice the purchasing agency each quarter on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the grantee fails to submit *quarterly* expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the quarter in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds. (Optional by Program: *Please note that the hat the June expenditures must be estimated and the expenditure statement/request for funds for the final quarter submitted in advance.*)

Payments will be made via direct deposit (electronic data interchange - EDI). Grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.

- If the grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. All services provided by the grantee pursuant to this grant shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The grantee shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

The grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

#### **CERTIFICATION**

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the General Grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements—28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED

## OPTIONAL CLAUSES

1. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEOP) to DSS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year's plan.
2. FEDERAL ASSURANCES: When grants include federal monies, the applicant will comply, where applicable, with the following:
  - National Environment Policy Act (28 CFR 61)
  - Flood Plain Management and Wetland Protection Procedures (28 CFR 63)
  - National Historic Preservation Act (16 USC 470)
  - Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970. (28 CFR 52)
  - Clean Air Act, P. L. 88-206, 42 USC 1857, et. seq.
  - Safe Drinking Water Act, P. L. 93-523, 42 USC 3001, et. seq.
  - Endangered Species Act of 1973, P. L. 93-205, 16 USC 1531, et. seq.
  - Wild and Scenic Rivers Act, P. L. 90-542, 16 USC 1271, et. seq.
  - Fish and Wildlife Coordination Act, P. L. 85-624, 16 USC 661, et. seq.
  - Historical and Archaeological Data Preservation Act, P. L. 93-291, 16 USC 2469, et. seq.
  - Coastal Zone Management Act of 1979, P. L. 92-583, 16 USC 1451, et. seq. and the Coastal Barrier Resources Act of 1982 (P.L. 97-348)
  - Animal Welfare Act of 1970, P. L. 91-579, 7 USC 2131, et. seq.
  - Impoundment Control Act of 1974, P. L. 93-344, 31 USC 1401, et. seq.
  - The Fair Labor Standards Act, if applicable.
3. DRUG-FREE WORKPLACE: During the performance of this grant, the applicant agrees to (i) provide a drug-free workplace for the applicant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the applicant that the applicant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subgrant or purchase order of over \$10,000, so that the provisions will be binding upon each subapplicant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific grant awarded to an applicant in accordance with this certification, the employees of whom are prohibited from engaging in the unlawful manufacture,



sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the grant.

*(DRUG FREE WORKPLACE IS MANDATORY IF THERE IS NO FEDERAL ASSURANCE FORM INCLUDING THIS INFO)*

4. SMOKE FREE ENVIRONMENT: By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. *(SMOKE FREE ENVIRONMENT IS MANDATORY IF NOT ALREADY IN FEDERAL ASSURANCE TO BE SIGNED)*
5. EQUIPMENT: Total requests for equipment costs in excess of \$500 are not allowed. Equipment purchased under the terms of this grant shall be limited to equipment indicated in the attached budget. Equipment purchased under this grant shall be retained by the Applicant during the period of performance of the grant. Ownership of equipment purchased under this grant may revert to DSS at the end of the grant period when ownership is requested by DSS in writing. No depreciation or use charges on equipment purchased under this grant shall be claimed on this or any future grant with DSS or any of its agents.
6. Matching funds needed for the grant proposal shall not be used as match for any other funding source. The match must be directly related to supporting the activities necessary for project success. Federal funds may not be used as match for other federal funds.

Salaries for existing county or city employees cannot be paid from these funds. Funds shall not be used as a local match for Social Service Block Grant funds. Total requests for equipment costs in excess of \$500 are not allowed. Requests for both equipment and indirect costs are discouraged.

7. CONFIDENTIALITY OF RESEARCH INFORMATION.- Research information identifiable to an individual, which was obtained through a project funded wholly or in part with DSS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. SUPPLANTATION OF FUNDS: The applicant assures that funds made available under this grant will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for early childhood development.
9. BIO MEDICAL EXPERIMENTATION: The applicant assures that no grant funds will be used for any bio-medical or behavior control experimentation on individuals or any research involving such experimentation.
10. INFORMATION SYSTEMS The applicant agrees:
  - That all computer programs (software) developed with funds provided by this grant will be made available to DSS for transfer to authorized users in the service community without cost other than that directly associated with the transfer. The software will be documented in

sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

- To provide a complete copy of the computer programs and documentation, upon request, to DSS. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
  - That whenever possible all application programs will be written in standardized programming languages (i.e., ANSI, Cobol, FORTRAN, Basic, etc.) for use on general operating systems (e.g., DOS, CP/M, UNIX, etc.) that can be utilized on at least three different manufacturers computers of similar size and configuration.
  - To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Department of Social Services should be contacted to determine availability of software prior to any development effort.
11. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the grantee desires to subcontract some part of the work specified herein, the grantee shall furnish the VDSS the names, qualifications and experience of the proposed subcontractors. The grantee shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the grant award.

#### **CERTIFICATION**

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the General Grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

\_\_\_\_\_  
Authorized Official  
(Project Administrator)

\_\_\_\_\_  
Date